

**AGREEMENT SUPPLEMENTING 1979 POLICY STATEMENT
RELATIVE TO AIRPORT LAYOUT PLANS, AERONAUTICAL FACILITIES
AND NON-AERONAUTICAL FACILITIES AT THE ANN ARBOR AIRPORT**

This agreement (“Agreement”) is between the City of Ann Arbor (“Ann Arbor”), a Michigan Municipal Corporation and Pittsfield Charter Township (“Pittsfield”), a Michigan Municipal Corporation.

RECITALS:

Ann Arbor owns and operates the Ann Arbor Airport (“Airport”), which is located in Pittsfield Charter Township.

In 1979 Pittsfield and Ann Arbor entered into an agreement entitled “Policy Statement,” a portion of which has addressed certain aspects of the operation of the Ann Arbor Airport.

This Agreement is not intended to replace the Policy Statement. However, in the event of any conflict with the Policy Statement, this agreement shall apply.

Under the Michigan Aeronautics Code, MCL 259.1 et seq., Ann Arbor has jurisdictional control for the management, governance and use of the Airport, including application of its police powers, rules, regulations and ordinances, and including the zoning and planning of aeronautical facilities on the Airport property.

The City of Ann Arbor has adopted its construction code, including the building code, electrical code and mechanical code components thereof, in accordance with the Stille-DeRossett-Hale Single State Construction Code Act (MCL 125.1501 et seq.) (“construction code”). The City and the Township do not agree as to the authority granted to the City by the Michigan Aeronautics Code to extend and enforce its construction code at the Airport relative to aeronautical facilities. However, without deciding the extent of the City’s authority under the Michigan Aeronautics Code, the City and the Township agree that to the extent it may be necessary, this agreement is an agreement between two public agencies that constitutes an interlocal agreement for purposes of Sections 4 and 5 of the Urban Cooperation Act (MCL 124.504 and 124.505) and Subsection 8b(2) of the Stille-DeRossett-Hale Single State Construction Code Act (MCL 125.1508b(2)) by which the City and the Township agree that the City shall extend and enforce its construction code to all aeronautical facilities constructed on Airport property, including issuing permits, inspections and enforcement of violations.

The Airport is serviced in whole by Pittsfield sanitary sewer service and is serviced in part by Pittsfield water service.

Unless and until Ann Arbor or the Airport qualifies as an authorized public agency for the Airport under Section 9110 of Part 91, Soil Erosion and Sedimentation Control, of

the Natural Resources and Environmental Protection Act, MCL 324.9110, Pittsfield has jurisdiction over the Airport for soil erosion and sedimentation control.

Wherefore, the parties agree as follows:

1. "Aeronautical facilities" means Airport buildings, landing fields and other facilities that are used for and serve aeronautical or aeronautically related operations and purposes. Aeronautical facilities include both facilities constructed by Ann Arbor and facilities that are privately constructed.
2. "Non-aeronautical facilities" means facilities whose use is unrelated to aeronautical operations or purposes.
3. A modification of the Airport Layout Plan is a land use plan as used in Section II.B. of the Policy Statement.
4. If a modification of the Airport Layout Plan is proposed, Ann Arbor will give notice to Pittsfield's Building Official or such other person as Pittsfield designates in writing, of the intent to modify the Airport layout plan at least 30 days before authorizing a professional services agreement for the modification. At least 30 days before submitting a modification of the Airport Layout Plan for approval by the Michigan Aeronautics Commission or the Federal Aviation Administration, Ann Arbor will provide Pittsfield's Building Official with copies of the documents to be submitted to those bodies. After approval of a modified Airport Layout Plan by the Michigan Aeronautics Commission or the Federal Aviation Administration, Ann Arbor will provide Pittsfield's Building Official with a copy of the proposed modification at least 30 days before the Ann Arbor City Council meeting at which it is to be submitted for approval.
5. Annually Ann Arbor will provide Pittsfield's Building Official, or such other person as Pittsfield designates in writing, with a copy of the five year Airport Improvement Plan for the Airport.
6. If Ann Arbor applies for grant funds for new or expanded facilities shown or listed on the Airport Layout Plan or Airport Improvement Plan it will notify Pittsfield's Building Official, or such other person as Pittsfield designates in writing, of the application.
7. Aeronautical facilities being constructed at the Ann Arbor Airport are not required to go through the Pittsfield site plan review and approval process. However, when civil construction drawings for a project have been completed, but prior to bid for construction of the facilities, Ann Arbor will submit copies of the civil construction drawings to Pittsfield's Building Official, or such other person as Pittsfield designates in writing, for review and comment. The plans submitted to Pittsfield shall consist of four (4) sets of full sized drawings and a description of

the type of project, the general scope and the time frame. All proposed utilities associated with civil construction drawings for a project shall meet all current Township Land Development Standards.

8. Typical administrative fees will not be charged for the review of the plans submitted pursuant to paragraph 7, but the City will be responsible for establishing an Airport Plan (AP) escrow account for costs, which Pittsfield agrees shall be limited to its actual costs for plan review and comment.
9. Pittsfield will provide a written evaluation of the plans specified in paragraph 7 based on the Pittsfield Zoning Ordinance and Land Development Standards to Ann Arbor's Fleet & Facilities Manager, or such other person as Ann Arbor designates in writing, within two (2) weeks of the submittal in order to permit Ann Arbor staff to consider its comments.
10. Ann Arbor will consider and endeavor to incorporate reasonable recommendations provided by Pittsfield.
11. Ann Arbor will obtain soil erosion and sedimentation control permits for the Airport from Pittsfield until such time as Ann Arbor or the Airport qualifies as an authorized public agency for the Airport under Section 9110 of Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, MCL 324.9110.
12. Ann Arbor will obtain Pittsfield utility permits as required by Pittsfield ordinance for connections to Pittsfield sanitary sewer or water lines.
13. Ann Arbor shall extend and enforce its construction code, including the building code, electrical code and mechanical code components thereof, to all aeronautical facilities constructed on Airport property and provide Pittsfield's Building Official, or such other person as Pittsfield designates in writing, with copies of all construction permit documents including the application, the permit, inspection reports and any certificate of occupancy within thirty days of being issued or received.
14. Non-aeronautical facilities at the Airport will be required to comply with Pittsfield planning and zoning requirements and the Pittsfield construction code ordinance.
15. Nothing contained in this agreement shall be construed as limiting Pittsfield's authority to enforce the State Construction Code regarding any violations of that code for non-aeronautical facilities.
16. Nothing contained in this agreement shall exempt aeronautical facilities from being in compliance with the State Construction Code unless said facilities are under the jurisdiction of the Federal Aviation Administration.

17. Ann Arbor shall extend and enforce its fire prevention code to all aeronautical facilities located on Airport property and provide Pittsfield's Building Official, or such other person as Pittsfield designates in writing, with copies of all fire inspection documents including fire alarm and detection systems and fire extinguishing system certification and test reports, and all required operational permits within thirty days of being issued or received.
18. This agreement shall be approved by the concurrent resolutions of the Ann Arbor City Council and Pittsfield Charter Township Board of Trustees.
19. This agreement shall take effect October 1, 2009 or after a copy has been filed with both the Washtenaw County Clerk and the Michigan Secretary of State, whichever is later.
20. This agreement shall have a term of 5 years beginning on October 1, 2009. It shall automatically renew for successive 5 year periods unless either party provides the other with written notice of non-renewal at least 60 days before the end of a term.

Dated: _____
City of Ann Arbor

Dated: _____
Pittsfield Charter Township

By _____
John Hieftje, Mayor

By _____
Mandy Grewal, Township Supervisor

By _____
Jacqueline Beaudry, City Clerk

By _____
Allen Israel, Township Clerk

Approved as to form:

Approved as to form:

Stephen K. Postema, City Attorney

R. Bruce Laidlaw, Township Attorney